

msk4582/mellonNA/koppers/ICC.letter  
Wed Feb 16 13:58:47 1994

REED SMITH SHAW & McCLAY

MAILING ADDRESS:  
P.O. BOX 2009  
PITTSBURGH, PA 15230-2009  
FACSIMILE  
412-288-3063  
TELEX 277871 (RCA)

WRITER'S DIRECT DIAL NUMBER  
(412) 288-4582

435 SIXTH AVENUE  
PITTSBURGH, PA 15219-1886  
412-288-3131

RECORDATION NO. 18706 FILED 1425

FEB 17 1994 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

0100119077

WASHINGTON, DC  
PHILADELPHIA, PA  
HARRISBURG, PA  
MCLEAN, VA  
PRINCETON, NJ

VIA FEDERAL EXPRESS

February 16, 1994

Mr. Sidney Strickland  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Security interest in favor of Mellon Bank, N.A.,  
as Agent in railroad tank cars

Dear Secretary:

Enclosed is an original and one certified true copy of  
the document described below, to be recorded pursuant to Section  
11303 of Title 49 of the United States Code.

This document is a Security Agreement, a primary  
document, dated as of February 10, 1994.

The names and addresses of the parties to the document  
are as follows:

Debtor -- Koppers Industries, Inc.  
Koppers Building  
Pittsburgh, PA 15219  
Attention: John C. Youts

Secured Party -- Mellon Bank, N.A., as Agent  
One Mellon Bank Center  
Pittsburgh, PA 15258

A description of the equipment covered by the document  
follows:

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	T	KPCX	431
6	tank cars	T	KPCX	500-505
3	tank cars	T	KPCX	507-509
5	tank cars	T	KPCX	510-514
3	tank cars	T	KPCX	517-519

REED SMITH SHAW & McCLAY

Mr. Sidney Strickland

-2-

February 16, 1994

A fee of \$18.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to me at the above address.

A short summary of the document to appear in the index follows:

Security Agreement between the Debtor, Koppers Industries, Inc., whose address is Koppers Building, Pittsburgh, PA 15219, Attention: John C. Youts, and the Secured Party, Mellon Bank, N.A., as Agent, whose address is One Mellon Bank Center, Pittsburgh, PA 15258, dated as of February 10, 1994.


Included in the property covered by the aforesaid Security Agreement are railroad tank cars intended for use related to interstate commerce owned by Koppers Industries, Inc. at the date of said Security Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Security Agreement.

If you have any questions or comments please do not hesitate to call me at 1-800-288-7776.

Very truly yours,

REED SMITH SHAW & McCLAY

By

  
Maxine S. Kisilinsky

**Interstate Commerce Commission**  
Washington, D.C. 20423

2/24/94

OFFICE OF THE SECRETARY

Maxine S. Kisilinsky  
Reed Smith Shaw & McClay  
435 Sixth Avenue  
Pittsburgh, PA. 15219-1886

Dear sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 2/22/94 at 2:50pm, and assigned  
recordation number(s). /B706

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

PLEDGE AND SECURITY AGREEMENT

FEB 17 1994-2 50 PM

INTERSTATE COMMERCE COMMISSION

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement"), dated as of February 10, 1994, by and between KOPPERS INDUSTRIES, INC. (the "Borrower"), a Pennsylvania corporation, and MELLON BANK, N.A., a national banking association, as agent for the Banks and the Issuing Bank hereinafter referred to (in such capacity, the "Agent").

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement") by and among the Borrower, the Banks parties thereto from time to time (each a "Bank" and collectively the "Banks"), the Issuing Bank referred to therein (the "Issuing Bank") and the Agent (the Banks, the Issuing Bank and the Agent being collectively the "Bank Parties"), the Banks have agreed to extend credit to the Borrower in an aggregate principal amount not exceeding at any one time outstanding \$95,000,000, which may include up to \$15,000,000 face amount of letters of credit (the "Letters of Credit") which may be issued for the account of the Borrower from time to time by the Issuing Bank; and

WHEREAS, the obligation of the Banks to extend such credit and of the Issuing Bank to issue Letters of Credit under the Credit Agreement is subject to the condition, among others, that the Borrower grant to and create in favor of the Agent, for the benefit of the Bank Parties, a security interest in certain assets of the Borrower as hereinafter provided;

NOW, THEREFORE, in consideration of the Debt (as hereinafter defined) and other good and valuable consideration, receipt of which is hereby acknowledged by the Borrower, and in order to induce the Bank Parties to enter into the Credit Agreement, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Certain Definitions. In addition to the words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

Words and terms defined in the Credit Agreement shall, unless the context hereof clearly otherwise requires, have the same meanings herein as therein provided.

"Accounts" shall mean (a) all rights of the Borrower, whether presently owned or existing or hereafter acquired or arising by or in favor of the Borrower, to payment for Goods sold or leased or for services rendered which are not

evidenced by an Instrument or Chattel Paper, whether or not earned by performance, and (b) all other property now or hereafter constituting an "account" as defined in the Code.

"Agreement" shall mean this Pledge and Security Agreement as the same may be amended, modified or supplemented from time to time.

"Chattel Paper" shall mean (a) all writings which evidence both a monetary obligation and a security interest in or a lease of specific Goods, including any Instrument or Instruments evidencing such monetary obligations, and (b) all other property now or hereafter constituting "chattel paper" as defined in the Code. When a transaction is evidenced both by such a security agreement or a lease and by an instrument or a series of instruments, the group of writings taken together constitutes Chattel Paper.

"Code" shall mean the Uniform Commercial Code as in effect on the date of this Agreement and as the same may be amended from time to time hereafter in any relevant jurisdiction.

"Collateral" shall mean, collectively, all of the Borrower's present and future right, title and interest in and to the following property, whether now owned or held or hereafter existing or acquired and wherever located: (a) all Accounts and Inventory, (b) all Chattel Paper, Instruments and Documents (i) representing rights of the Borrower to payment for Goods sold or leased or for services rendered, or (ii) otherwise arising out of or relating to the Tar Business; (c) all Equipment at any time on or after February 10, 1994 located or used on any of the properties described on Schedule A hereto (and including, without limitation, the Equipment set forth on Schedule B hereto) and any other Equipment used or held for use in the Tar Business; (d) all Fixtures at any time on or after February 10, 1994 located on or affixed to any of the properties described on Schedule A hereto; (e) all General Intangibles used or held for use in connection with, or arising out of or relating to, the Tar Business (and including, without limitation, the General Intangibles set forth in Schedule B hereto and all rights of the Borrower under Article VII of the Acquisition Agreement and the Acquisition Agreement Guarantee), and (f) all products and Proceeds of any or all of the foregoing. Notwithstanding anything to the contrary set forth herein, however, "Collateral" shall not mean or include the Borrower's equity investment in Tarconord or Koppers Australia.

"Debt" shall mean (a) all indebtedness, obligations and liabilities of the Borrower, whether of principal, interest, fees, expenses or otherwise, now existing or hereafter

contracted or incurred under or in connection with the Credit Agreement or any Related Document, and any and all extensions, renewals, refinancings, refundings or substitutions of or for any thereof in whole or in part, (b) all indebtedness of the Borrower to the Bank Parties evidenced by the Notes, both principal and interest, and any extensions, renewals, refinancings, refundings or substitutions of or for any thereof in whole or in part, (c) all future advances made by the Bank Parties for the protection or preservation of the Collateral, including, without limitation, advances for storage and transportation charges, taxes, insurance, repairs and the like, and (d) any and all costs and expenses, including attorneys' fees and legal expenses, paid or incurred by the Bank Parties in connection with the collection of the amounts referred to in the preceding clauses (a), (b) and (c).

"Documents" shall mean (a) all documents of title (as defined by the Code) now owned or hereafter acquired by the Borrower, and (b) all other property now or hereafter constituting a "document" as defined in the Code.

"Equipment" shall mean (a) all Goods now or hereafter owned by the Borrower whether now or hereafter deemed to constitute Fixtures, whenever acquired and wherever located, used or bought for use primarily in its business and not included in Inventory, together with all attachments, accessories and parts used or intended to be used with said Goods, whether now or hereafter installed therein or thereon or affixed thereto, as well as all substitutions and replacements thereof in whole or in part, and (b) all other property now or hereafter constituting "equipment" as defined in the Code.

"Fixtures" shall mean all Goods that become so related to particular real estate that an interest therein arises under real estate law.

"General Intangibles" shall mean (a) all personal property (including rights to receive payment of money and things in action) now owned or hereafter acquired by the Borrower, other than Goods, Accounts, Chattel Paper, Documents, Instruments and money and (b) all other property now or hereafter constituting "general intangibles" as defined in the Code.

"Goods" shall mean (a) all things now owned or hereafter acquired by the Borrower and wherever located which are movable or which are Fixtures, but does not include money, Documents, Instruments, Accounts, Chattel Paper or General Intangibles and (b) all other property now or hereafter constituting goods as defined in the Code.

"Instruments" shall mean all (a) negotiable instruments, (b) certificated securities, (c) other writings which evidence a right to the payment of money which are not themselves security agreements or leases and which are of a type which are in the ordinary course of business transferred by delivery with any necessary endorsement or assignment, now owned or hereafter acquired by the Borrower, and (d) other property now or hereafter constituting an "instrument" as defined in the Code.

"Inventory" shall mean (a) all Goods now or hereafter owned by the Borrower, whenever acquired and wherever located, held for sale or lease or furnished or to be furnished under contracts of service, and all raw materials, work in process and materials now or hereafter owned by the Borrower, whenever acquired and wherever located, and used or consumed in its business, and (b) all other property now or hereafter constituting "inventory" as defined in the Code.

"Proceeds" shall mean (a) whatever is received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including, without limitation, the proceeds of insurance payable by reason of loss of or damage to Collateral or proceeds, and (b) all other property now or hereafter constituting "proceeds" as defined in the Code.

"Tar Business" shall have the meaning assigned to such term in the Credit Agreement.

2. Security. As security for the full and timely payment of the Debt in accordance with the terms of the respective instruments or agreements now or hereafter evidencing the Debt or pursuant to which the Debt is created, the Borrower (a) hereby pledges the Collateral to the Agent, for the benefit of the Bank Parties, and (b) hereby agrees that the Agent, for the benefit of the Bank Parties, shall have, and the Borrower hereby grants to and creates in favor of the Agent, for the benefit of the Bank Parties, a security interest under the Code in and to the Collateral. Notwithstanding the foregoing, there is expressly excepted from the security interest granted hereunder any interest of the Borrower in and to any of the Collateral if by reason of applicable Law or the terms of any agreement to which the Borrower is a party or by which the Borrower is bound or to which such interest is subject, the subjection of such interest to the Lien of this Agreement would either (i) cause such interest to become void or voidable or (ii) constitute a breach or default under any such Law or agreement, provided, further, that if such conditions should at any time no longer apply, such interest shall then be included within the Lien and operation of this Agreement.

3. Agent Has Rights and Remedies of a Secured Party. In addition to all rights and remedies given to the Agent by this

Agreement, the Credit Agreement and the Related Documents, the Agent shall have all the rights and remedies of a secured party under the Code.

4. Provisions Applicable to the Collateral. The parties agree that, at all times during the term of this Agreement, the following provisions shall be applicable to the Collateral:

(a) The Borrower shall maintain and keep its principal place of business and its chief executive office and shall maintain and keep its records concerning the Collateral at Pittsburgh, Pennsylvania and at no other location without prior written notification to the Agent and without taking any action, including the filing of financing statements, which may be necessary or desirable to preserve the Agent's security interest in the Collateral. The Borrower shall keep its Equipment constituting Collateral and its Inventory at the locations set forth on Schedule C attached hereto and made a part hereof, and at no other location without the prior written notification to the Agent and without taking any action, including the filing of financing statements, which may be necessary or desirable to preserve the Agent's security interest in the Collateral.

(b) Promptly upon request of the Agent from time to time, the Borrower shall furnish the Bank Parties with duplicate copies of all invoices rendered to account debtors in respect of the Accounts and such other information concerning the Borrower, its creditworthiness, the Collateral owned by it and compliance with this Agreement as the Agent may reasonably request.

(c) The Borrower shall furnish to each of the Bank Parties, promptly after the close of each fiscal quarter and after request of the Agent from time to time, a certificate, signed by its principal financial officer, setting forth as of the date of such certificate (i) the totals of the unpaid dollar amounts, net of any discounts, of those Accounts that are current, those that are 30 to 60 days old, those that are 60 to 90 days old, and those that are over 90 days old, listing separately in all cases the amount of Accounts due to intercompany transactions between the Borrower and any Affiliated Entities, (ii) the dollar amount, valued at the lower of cost or market, and location of the Inventory, and (iii) such information as the Agent may reasonably request concerning the Proceeds received or receivable by the Borrower.

(d) Notwithstanding the security interest in the Collateral granted to and created in favor of the Agent under this Agreement, the Borrower shall have the right, until one or more of the Events of Default shall occur and be



continuing or shall exist, to sell, lease or otherwise dispose of the Inventory in the ordinary course of the Borrower's business.

(e) The Borrower represents and warrants to the Agent that it does not currently own or hold any Documents, Instruments or Chattel Paper constituting Collateral. In order to perfect the security interest granted by the Borrower hereby, the Borrower shall deliver to the Agent possession of any Documents, Instruments and Chattel Paper constituting Collateral hereafter acquired by the Borrower (duly endorsed by the Borrower in blank), promptly upon its acquisition of the same.

(f) Notwithstanding the security interest in the Collateral granted to and created in favor of the Agent under this Agreement, the Borrower shall have the right, until one or more of the Events of Default shall occur and be continuing or shall exist, at its own cost and expense, to collect any and all amounts due or to become due in respect of any Chattel Paper, Instruments and General Intangibles constituting Collateral. If one or more of the Events of Default shall occur and be continuing or shall exist, the Agent shall have the rights (i) to direct any party liable to pay any such amount to make payment thereof directly to the Agent and (ii) to demand for, collect and receive any and all such payments.

(g) The Borrower shall not sell, lease, transfer or otherwise dispose of any of the Collateral, except to the extent permitted by Section 7.10 of the Credit Agreement.

5. Certain Covenants. The Borrower agrees that:

(a) The Borrower has and will have good and marketable title to the Collateral from time to time owned or acquired by it, free and clear of all liens, encumbrances and security interests, except Permitted Liens. The Borrower will defend such title against the claims and demands of all persons whomsoever.

(b) Except as may be permitted by the Credit Agreement, the Borrower will not (i) borrow against the Collateral from any person, firm or corporation other than the Bank Parties, (ii) create, incur, assume or suffer to exist any Lien on any of the Collateral, (iii) permit any levy or attachment to be made against any of the Collateral except any levy or attachment relating to this Agreement, or (iv) permit any financing statement to be on file with respect to any of the Collateral, except financing statements in favor of the Agent.

(c) The Agent is hereby appointed attorney-in-fact for the Borrower to do all acts and things which the Agent may deem necessary or advisable to preserve, perfect and continue perfected the Agent's security interest in the Collateral, including, without limitation, the signing of financing and other similar statements.

(d) Risk of loss of, damage to or destruction of the Collateral is on the Borrower. The Borrower will insure the Collateral against such risks and casualties and in such amounts and with such insurers as are specified in the Credit Agreement. All such policies of insurance shall contain loss payable clauses in favor of the Borrower and the Agent as their respective interests may appear, and such policies or certificates evidencing the same shall be deposited with the Agent immediately upon the request of the Agent. The Borrower agrees to notify the Agent promptly of any notice of cancellation of any such policy and agrees not to cancel, mortgage, pledge, hypothecate, sell, transfer or assign its interest in any such insurance or any rights to cancel such insurance or to obtain the return of the unearned premiums therefor to any person other than the Agent. If the Borrower fails to effect and keep in full force and effect such insurance or fails to pay the premiums thereon when due, the Agent may do so for the account of the Borrower and add the cost thereof to the Debt, and the same shall be payable to the Agent on demand. The Borrower hereby assigns and sets over unto the Agent all moneys which may become payable on account of such insurance, including, without limitation, any return of unearned premiums which may be due upon cancellation of any such insurance, and directs the insurers to pay the Agent any amount so due. The Agent and its officers, employees and authorized agents, are hereby irrevocably appointed attorneys-in-fact of the Borrower to endorse any draft or check which may be payable to the Borrower in order to collect the proceeds of such insurance or any return of unearned premiums. Any balance of insurance proceeds remaining in the possession of the Agent after payment in full of the Debt shall be paid to the Borrower or order.

(e) The Borrower assumes full responsibility for taking any and all necessary steps to preserve rights in respect of the Accounts and the Chattel Paper, Instruments, Documents and General Intangibles constituting Collateral against all account debtors, obligors and other persons.

(f) Upon the occurrence and during the continuance of any Event of Default, the Borrower shall promptly upon demand by the Agent assemble the Equipment constituting Collateral and Inventory and make it available to the Agent at the place or places to be designated by the Agent which shall be reasonably convenient to all parties. The right of the Agent

under this subsection (f) to have the Equipment constituting Collateral and Inventory assembled and made available to it is of the essence of this Agreement and the Agent may, at its election, enforce such right by a bill in equity for specific performance.

(g) If the Borrower fails to maintain each item of Equipment constituting Collateral and Inventory in accordance with the requirements specified in the Credit Agreement, the Agent may pay the cost of such repairs or maintenance and such taxes, levies or other impositions for the account of the Borrower and add the amount thereof to the Debt, and the same shall be payable to the Agent on demand.

(h) Upon request by the Agent, the Borrower shall provide to the Agent, with sufficient copies for each Bank Party, updated versions of any or all Schedules hereto. Such updated Schedules shall be incorporated herein and made a part hereof.

The Agent shall have no duty as to the collection or protection of the Collateral or any part thereof or any income thereon, or as to the preservation of any rights pertaining thereto, beyond exercising reasonable care in the custody of any Collateral actually in the possession of the Agent. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of such of the Collateral as may be in its possession if it takes such action for that purpose as the Borrower shall request in writing, provided that such requested action shall not, in the judgment of the Agent, impair the Agent's security interest in the Collateral or its rights in, or the value of, the Collateral, and provided further that such written request is received by the Agent in sufficient time to permit it to take the requested action.

#### 6. Lockbox Provisions.

(a) The Borrower will advise its customers to send all checks, drafts or other orders for the payment of money for Goods sold or leased or for services rendered or as Proceeds of Collateral ("Items") to the lockbox address set forth on Schedule D attached hereto. Such notification shall be in such form and at such times as the Agent may require. The Agent will pick up mail containing Items at the U.S. Post Office from time to time in accordance with the Agent's regular lockbox collection schedules.

(b) The Agent will open the envelopes picked up from the lockbox and will remove the contents thereof. Items contained in the envelopes will be inspected and handled as follows:

(i) Payees. An Item not bearing an acceptable payee designation, as set forth in the specifications

furnished by the Borrower to the Agent (the "Specifications"), or a reasonable variation thereof, will not be deposited by the Agent in the account designated on Schedule D attached hereto (the "Deposit Account"). If a necessary endorsement of a payee other than the Borrower is missing, the item will not be deposited into the Deposit Account.

- (ii) Dates. An Item will be deposited into the Deposit Account whether it is stale dated, post dated or does not bear a date.
- (iii) Amounts. If the written and numeric amounts of an Item differ, the written amount shall control over the numeric amount unless the written amount is ambiguous. If the amount of an Item cannot be determined from application of the preceding sentence, or if the amount is missing altogether, the Item will not be deposited into the Deposit Account.
- (iv) Drawer's Signatures. For an Item in which the drawer's signature is missing, the Agent will deposit it into the Deposit Account and affix a stamp requesting the drawee bank or other payor to contact the drawer for authority to pay the Item.
- (v) Alterations. An Item which appears to the Agent to have been materially altered will not be deposited into the Deposit Account.
- (vi) Other Language. The Agent will examine the front and back sides of Items to detect handwritten or typed "paid in full" or similar language. Where the Agent's personnel observe that such language has been handwritten or typed on the Item, such Item will not be deposited into the Deposit Account.
- (vii) International Payments. An Item denominated in a foreign currency and drawn on a foreign bank will not be deposited into the Deposit Account but will be submitted for collection only. An appropriate advice will be forwarded to the Borrower. The Agent shall not be responsible for fluctuation in exchange rates.

(c) Items found acceptable for deposit under subsection 6(b) above will be encoded, photocopied, endorsed and deposited into the Deposit Account. The Borrower hereby grants to the Agent an irrevocable power of attorney coupled with an interest, to

endorse all items. The endorsement will read: "Deposit to the credit of within named payee, Mellon Bank, N.A., Pittsburgh, Pennsylvania" or words of similar import. This endorsement will function as the endorsement of the payee of the Item and the same liability shall exist under the Code or other applicable Law for warranty, charge back, refund or otherwise as if the payee had affixed its own endorsement in blank on the Item.

In order to maximize daily receipts and funds availability, the Agent will make deposits throughout the day in anticipation of major check clearing deadlines. The Agent will send the following to the Borrower in accordance with the Specifications:

- (i) photocopies of deposited Items and the original accompanying papers;
- (ii) one deposit ticket copy for each deposit;
- (iii) original Items unacceptable for deposit under subsection 6(b), accompanying papers and other miscellaneous written communications received through the lockbox.

In addition, the Agent will send the following to the Borrower in accordance with the Specifications:

- a. photocopies of deposited Items;
- b. one deposit ticket copy for each deposit;
- c. photocopies of Items unacceptable for deposit.
- (d) The Agent will handle returned Items and said notification thereof in accordance with the procedures set forth in the Specifications.
- (e) The Borrower will pay the Agent for lockbox services as set forth in the Specifications. The Agent may change such fees from time to time upon 60 day's prior notice to the Borrower.
- (f) The Agent shall have the right to credit or debit the Deposit Account to correct processing mistakes which are capable of correction. Copies of credit or debit advices will be sent to the Borrower as set forth in the Specifications. If the Borrower does not object to entries appearing on the Deposit Account statement within 18 months of the transaction date, the Agent's accounting thereon shall become final and binding.
- (g) Upon the occurrence and during the continuance of an Event of Default, the Borrower shall be unable to withdraw any Item from the Deposit Account, execute any draft therefor or

otherwise have any right therein, and the Bank Parties shall have the right to set off any of the funds in the Deposit Account against the Debt.

(h) The Agent shall have no duty to perform services not enumerated in this Section 6 and the Agent's responsibility hereunder shall be limited to the exercise of ordinary care. Failure to exercise ordinary care shall not be inferable by reason of loss of an item, without in addition thereto a showing of negligence on the part of the Agent. Establishment of and substantial compliance with the procedures set forth herein by the Agent shall be deemed to constitute the exercise of ordinary care. The Borrower agrees that occasional unintentional deviations by the Agent from the procedures set forth herein shall not be deemed a failure to exercise ordinary care. The Agent shall not be liable for failure to perform under this Section 6 if such failure is due to the occurrence of any event beyond the control of the Agent, provided that the Agent exercises reasonable diligence under the circumstances.

7. Events of Default. If one or more of the Events of Default shall occur and be continuing or shall exist, then and in any such event, the Agent shall have such rights and remedies in respect of the Collateral or any part thereof as are provided by the Code and such other rights and remedies in respect thereof which it may have at law or in equity or under this Agreement, including, without limitation, the right to (a) enter any premises where Equipment constituting Collateral or Inventory is located and take possession of the same without demand or notice and without prior judicial hearing or legal proceedings, which the Borrower hereby expressly waives, and/or (b) sell all or any portion of the Collateral at any broker's board or at public or private sale, without prior notice to the Borrower except as otherwise required by Law (and if notice is required by Law, after ten days' prior written notice), at such time or times and in such manner and upon such terms, whether for cash or on credit, as the Agent in its sole discretion may determine.

8. Amendments. The provisions of this Agreement may from time to time be waived, modified, supplemented or amended with the written consent of the Borrower and the Agent. Any waiver, permit, consent or approval of any kind or character on the part of the Agent of or to any breach or default under this Agreement or any such waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

9. Defeasance. Upon the payment in full of the Debt, this Agreement shall terminate and be of no further force or effect; provided, however, that this Agreement shall not terminate until the latter of the termination of the Commitments and all Letters of Credit and the payment in full of all Obligations. Until such time, however, this Agreement shall be binding upon and

shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. Severability. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11. Waiver. No delay or failure on the part of the Agent in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege of the Bank Parties or any of them hereunder or under the Credit Agreement or any instrument or instruments now or hereafter evidencing the Debt; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of the Agent under this Agreement are cumulative and not exclusive of any rights or remedies which it might otherwise have.

12. Indemnification. The Borrower will indemnify and save and hold the Bank Parties harmless from and against any and all claims, damages, losses, liabilities or judgments which may be incurred or sustained by any Bank Party or asserted against any Bank Party, directly or indirectly, in connection with the existence of or the lawful exercise of any of the security rights with respect to the Collateral, except for matters which may result from the gross negligence or willful misconduct of any Bank Party, as finally determined by a court of competent jurisdiction. The covenants contained in this paragraph shall survive the termination of the other provisions of this Agreement. In the event of any action at law or suit in equity in relation to this Agreement, the Borrower, in addition to all other sums which they may be required to pay, will pay a reasonable sum for attorneys' fees incurred by the Agent in connection with such action or suit and all other expenses of collection.

13. Survival. All representations, warranties, covenants and agreements of the Borrower contained herein or made in writing in connection herewith shall survive the execution and delivery of this Agreement and shall continue in full force and effect from and after the date hereof until payment in full of the Debt.

14. Notices. All notices hereunder shall be given in accordance with, and become effective as provided by, Section 10.05 of the Credit Agreement.

15. Governing Law. The Code shall govern the attachment, perfection and the effect of attachment and perfection

of the Agent's security interest in the Collateral and the rights, duties and obligations of the Agent and the Borrower with respect thereto. This Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and the execution and delivery hereof and, to the extent not inconsistent with the preceding sentence, the terms and provisions hereof shall be governed by and construed in accordance with the laws of said Commonwealth, without giving effect to the conflict of law rules thereof. Unless the context otherwise requires, all terms used herein which are defined in the Code shall have the meanings therein stated.

16. Headings. The headings of this Agreement are for convenience only and shall not be construed as a part of this Agreement.



17. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

Attest:

By McClair Lehman  
Title: Asst. Secretary  
[Seal]

KOPPERS INDUSTRIES, INC.

By J. R. Gault  
Title: Vice President

MELLON BANK, N.A., as Agent

By C. J. Richardson  
Title: VICE PRES.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ALLEGHENY )

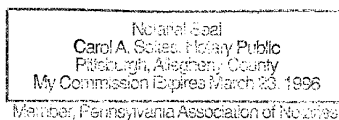
On this, the 10th day of February, 1994, before me, a  
Notary Public, the undersigned officer, personally appeared  
JOHN Q. YOUTS, who acknowledged himself to be  
VICE PRESIDENT of KOPPERS INDUSTRIES, INC., a  
Pennsylvania corporation, and that he as such officer, being  
authorized to do so, executed the foregoing instrument for the  
purposes therein contained by signing the name of the corporation  
by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

Carol A. Soles

Notary Public  
[Notarial Seal]

My commission expires: 3.23.96



#### SCHEDULE A

1. All that owned or leased property located in Cook County, Illinois on which the Borrower maintains production, transportation or related facilities used in the Tar Business.
2. All that owned or leased property located in Brooke County, West Virginia on which the Borrower maintains production, transportation or related facilities used in the Tar Business.
3. All that owned or leased property located in Harris County, Texas on which the Borrower maintains production, transportation or related facilities used in the Tar Business.
4. All that owned or leased property located in Multnomah County, Oregon on which the Borrower maintains production, transportation or related facilities used in the Tar Business.
5. All that owned or leased property located in Jackson County, Alabama on which the Borrower maintains production, transportation or related facilities used in the Tar Business.

**SCHEDULE B TO  
THE PLEDGE AND SECURITY AGREEMENT  
DATED FEBRUARY 10, 1994**

**SCHEDULE OF EQUIPMENT**

**KOPPERS INDUSTRIES, INC.**

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	T	KPCX	431
6	tank cars	T	KPCX	500-505
3	tank cars	T	KPCX	507-509
5	tank cars	T	KPCX	510-514
3	tank cars	T	KPCX	517-519
1	tank car	T	KPCX	2201
1	tank car	T	KPCX	2203
2	tank cars	T	KPCX	2212-2213
1	tank car	T	KPCX	2215
1	tank car	T	KPCX	2221
1	tank car	T	KPCX	2226
1	tank car	T	KPCX	2228
4	tank cars	T	KPCX	2230-2233
1	tank car	T	KPCX	2237
1	tank car	T	KPCX	3301
1	tank car	T	KPCX	3003
1	tank car	T	KPCX	3005
2	tank cars	T	KPCX	3008-3009
1	tank car	T	KPCX	3012
1	tank car	T	KPCX	3015
1	tank car	T	KPCX	3017
2	tank cars	T	KPCX	3024-3025
3	tank cars	T	KPCX	3027-3029
1	tank car	T	KPCX	3032
1	tank car	T	KPCX	3037
1	tank car	T	KPCX	3039
1	tank car	T	KPCX	3046
1	tank car	T	KPCX	3049
1	tank car	T	KPCX	3052
1	tank car	T	KPCX	3054
2	tank cars	T	KPCX	3058-3059
1	tank car	T	KPCX	3067
1	tank car	T	KPCX	3071
1	tank car	T	KPCX	3118
3	tank cars	T	KPCX	3120-3122
1	tank car	T	KPCX	3128

**KOPPERS INDUSTRIES, INC. (cont.)**

<b><u>Number</u></b>	<b><u>Type of Equipment</u></b>	<b><u>A.A.R. Mechanical Designation</u></b>	<b><u>Identifying Marks</u></b>	<b><u>Serial Number (both inclusive in the case of each series)</u></b>
4	tank cars	T	KPCX	3131-3134
2	tank cars	T	KPCX	3142-3143
1	tank car	T	KPCX	3146
2	tank cars	T	KPCX	3152-3153
1	tank car	T	KPCX	3155
1	tank car	T	KPCX	3157
1	tank car	T	KPCX	3163
1	tank car	T	KPCX	3167
2	tank cars	T	KPCX	3170-3171
5	tank cars	T	KPCX	3179-3183
1	tank car	T	KPCX	3186
1	tank car	T	KPCX	3188
1	tank car	T	KPCX	3190
1	tank car	T	KPCX	3192
3	tank cars	T	KPCX	3200-3202
1	tank car	T	KPCX	3208
2	tank cars	T	KPCX	3213-3214
1	tank car	T	KPCX	3217
4	tank cars	T	KPCX	3219-3222
2	tank cars	T	KPCX	3225-3226
3	tank cars	T	KPCX	3232-3234
1	tank car	T	KPCX	3238
3	tank cars	T	KPCX	3240-3242
2	tank cars	T	KPCX	3247-3248
1	tank car	T	KPCX	3250
1	tank car	T	KPCX	3254
1	tank car	T	KPCX	3261
1	tank car	T	KPCX	3264
2	tank cars	T	KPCX	3268-3269
3	tank cars	T	KPCX	3271-3273
2	tank cars	T	KPCX	3275-3276
1	tank car	T	KPCX	3278
2	tank cars	T	KPCX	3280-3281
1	tank car	T	KPCX	3283
1	tank car	T	KPCX	3288
1	tank car	T	KPCX	3296
1	tank car	T	KPCX	3299
2	tank cars	T	KPCX	3301-3302
1	tank car	T	KPCX	3305
1	tank car	T	KPCX	3309
1	tank car	T	KPCX	4001
1	tank car	T	KPCX	4008
1	tank car	T	KPCX	4016
1	tank car	T	KPCX	4024
1	tank car	T	KPCX	4026

**KOPPERS INDUSTRIES, INC. (cont.)**

<b><u>Number</u></b>	<b><u>Type of Equipment</u></b>	<b><u>A.A.R. Mechanical Designation</u></b>	<b><u>Identifying Marks</u></b>	<b><u>Serial Number (both inclusive in the case of each series)</u></b>
1	tank car	T	KPCX	4035
1	tank car	T	KPCX	4042
1	tank car	T	KPCX	4044
1	tank car	T	KPCX	4046
1	tank car	T	KPCX	4048
2	tank cars	T	KPCX	4056-4057
1	tank car	T	KPCX	4065
1	tank car	T	KPCX	4068
1	tank car	T	KPCX	4074
1	tank car	T	KPCX	4100
1	tank car	T	KPCX	4107
3	tank cars	T	KPCX	4115-4117
1	tank car	T	KPCX	4119
2	tank cars	T	KPCX	4121-4122
1	tank car	T	KPCX	2200
1	tank car	T	KPCX	2202
1	tank car	T	KPCX	2205
1	tank car	T	KPCX	2208
2	tank cars	T	KPCX	2210-2211
1	tank car	T	KPCX	2216
1	tank car	T	KPCX	2220
2	tank cars	T	KPCX	2222-2223
1	tank car	T	KPCX	2225
1	tank car	T	KPCX	2227
1	tank car	T	KPCX	2229
2	tank cars	T	KPCX	2234-2235
1	tank car	T	KPCX	2238
2	tank cars	T	KPCX	3020-3021
2	tank cars	T	KPCX	3033-3034
1	tank car	T	KPCX	3038
2	tank cars	T	KPCX	3044-3045
1	tank car	T	KPCX	3057
1	tank car	T	KPCX	3060
1	tank car	T	KPCX	3063
1	tank car	T	KPCX	3065
1	tank car	T	KPCX	3074
2	tank cars	T	KPCX	3102-3103
2	tank cars	T	KPCX	3106-3107
1	tank car	T	KPCX	3119
2	tank cars	T	KPCX	3137-3138
1	tank car	T	KPCX	3140
2	tank cars	T	KPCX	3147-3148
1	tank car	T	KPCX	3161
2	tank cars	T	KPCX	3164-3165
1	tank car	T	KPCX	3172

**KOPPERS INDUSTRIES, INC. (cont.)**

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	T	KPCX	3175
1	tank car	T	KPCX	3187
1	tank car	T	KPCX	3189
1	tank car	T	KPCX	3191
1	tank car	T	KPCX	3195
1	tank car	T	KPCX	3197
2	tank cars	T	KPCX	3204-3205
1	tank car	T	KPCX	3207
1	tank car	T	KPCX	3209
1	tank car	T	KPCX	3218
1	tank car	T	KPCX	3229
1	tank car	T	KPCX	3231
1	tank car	T	KPCX	3239
2	tank cars	T	KPCX	3251-3252
1	tank car	T	KPCX	3255
1	tank car	T	KPCX	3263
1	tank car	T	KPCX	3284
1	tank car	T	KPCX	3291
1	tank car	T	KPCX	3297
1	tank car	T	KPCX	3307
1	tank car	T	KPCX	4011
1	tank car	T	KPCX	4015
1	tank car	T	KPCX	4019
2	tank cars	T	KPCX	4021-4022
1	tank car	T	KPCX	4025
1	tank car	T	KPCX	4031
1	tank car	T	KPCX	4038
1	tank car	T	KPCX	4055
1	tank car	T	KPCX	4061
2	tank cars	T	KPCX	4063-4064
1	tank car	T	KPCX	4066
1	tank car	T	KPCX	4069
1	tank car	T	KPCX	4109
1	tank car	T	KPCX	4111
1	tank car	T	KPCX	4114
1	tank car	T	KPCX	4118
1	tank car	T	KPCX	4120

TAR DIVISION ROLLING STOCK AT 12/31/93

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DEPRECIATION</u>	<u>NET BOOK VALUE</u>	<u>SERIAL NUMBER</u>
Woodward	Dump Truck - 1987	\$ 9,543	\$ 9,543	0	C6D042 VIN1GBEGD1A7HV112896
Follansbee	Sludge Truck	6,898	6,898	0	AF192JCA1020
	1979 Dump Truck Int'l #F2554	10,875	10,875	0	VIN#CF255JHA28284
	Dodge Truck	648	648	0	#W14JE95126284
	Maint. Tractor	4,168	4,168	0	9156
	1988 Ford F150	5,912	5,912	0	#2FTDF15Y5JCA54666
	Flat Bed Truck	3,500	1,750	1,750	D0522GHA13326
	Maint. Tractor	8,569	2,571	5,998	U712816
Houston	Trailers	29,555	29,555	0	
	1975 McCoy				VIN #W2820
	1979 Etnyre				VIN#K2932K9550
	1979 Etnyre				VIN#K2933K9551
	1979 Etnyre				VIN#T1200B1241
	1980 Etnyre				VIN#T1201B1242
	1980 Hobbs				VIN#1H4T04220BL014001
	1980 Hobbs				VIN#1H4T04222BL014002
	1978 Ford Truck	255	255	0	#F10BUAJ1415
	1985 Ford F-250	2,834	2,834	0	VIN#1FTEF15Y3FKB49170
Chicago	Erlinder Basket Truck	5,344	5,344	0	F70EVV51990
	Chev. Pickup	338	338	0	IGCCS14R2J2126596
	Pickup Truck	1,155	1,155	0	CCZIYAZ142753
	Maint. Dump Truck	14,337	14,337	0	IHTLAHGP3FHA24093
	Lab Pickup Truck	4,121	4,121	0	IGCB514Y402169795
	Industrial Truck	5,122	5,122	0	98623
	Dodge Pickup	7,544	5,281	2,263	1B7DJ24YOJ1607591
	Two Used Pickups	12,288	3,686	8,602	1FTHF25H6KLA93748 2FDHF37HOGCB67018
Portland	Chevy Dump Truck	633	633	0	C6536Z171387
	GMC Pickup	4,010	1,203	2,807	1GTGC24MOGJ508567
		137,649	116,229	21,420	



**SCHEDULE C TO  
THE PLEDGE AND SECURITY AGREEMENT  
DATED FEBRUARY 10, 1994**

**TAR PRODUCTS  
INTELLECTUAL PROPERTY**

**Note: status of all foreign cases is unknown**

<b><u>U.S. Patent Number and Docket Number</u></b>	<b><u>Issue Date</u></b>	<b><u>Inventor</u></b>	<b><u>Title</u></b>
4,013,520 74T23	03/22/77	R. H. Maxwell	Process for Separating 2, 6-Xylenol from a Mixture of Cresylic Acids.
4,048,020 69T380	09/13/77	G. R. Romovacek	Method and Apparatus for the Control of Pitch Operation.
4,048,056 69T380BD	09/13/77	G. R. Romovacek	Method for the Control of Pitch Operation.
4,267,392 77G19II	05/12/81	G. Leston	Process for obtaining para-cresol and meta-cresol from a Mixture of Methylated and Ethylated Phenols Containing Meta-para-cresol
4,267,391 77G19III	05/12/81	G. Leston	Process for Obtaining Para-cresol and Meta-cresol From A Mixture of Methylated and Ethylated Phenols Characterized by Urea Clathration of Metal Cresol
4,267,390 77G19IV	05/12/81	G. Leston	Process for Obtaining Para-cresol and Meta-cresol From A Mixture of Methylated and Ethylated Phenols Characterized by Selective Complexation with Calcium Bromide and Sodium Acetate
4,499,312 82G81-C	02/12/85	G. Leston	Complex Formed to Separate 3,5- Xylenol or 3,4-Xylenol From Other Polymethylated Phenolic Compounds
4,215,229 76T19	07/29/80	N.P. Greco	Process For Alkylating Phenolic Compounds to Produce Ortho- and Para-Monoalkylated Phenols and 2,4- and 2,6-dialkylated Phenols
Belgium 877,020 Great Britain 2,023,139 Germany 2,924,161 France 2,428,624 Japan 84,031,488 Italy 1,188,838 Canada 1,122,135			

<u>U.S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,275,246 79T35	06/23/81	N.P. Greco	Separation of Phenols
Belgium 881,475 Germany 3,005,200 Great Britain 2,053,192 South Africa 8,000,725 Japan 84,040,371 France 2,460,282 Canada 1,125,789 Italy 1,127,337 Australia 529,371			
4,066,159 69T380	01/03/78	G. R. Romovacek	Method and Apparatus for the Control of Pitch Still Operation.
4,066,737 70T387C	01/03/78	G. R. Romovacek	Method for Making Isotropic Carbon Fibers.
Germany 2,357,477 France 2,219,906 Great Britain 1,451,060 Japan (status unknown)			
4,197,190 77F69	04/08/80	A. Foster	Process for Dehydrating Tar and/or Hydrocarbon Oils

No U.S. Case  
Foreign Counterparts Only

<u>Docket No.</u>	<u>Inventor</u>	<u>Title</u>
85G6	G. R. Romovacek	Process for Measuring Slump of a Green Anode.
Brazil	Serial No. PI 8606516	
Venezuela	Serial No. 01368-87	

Invention Disclosures

<u>Docket No.</u>	<u>Inventor</u>	<u>Title</u>
83T7	G. R. Romovacek	Continuous conversion of heavy oils and distillation residues into commercial carbons.
84T11	R. W. Nagy	Coal tar/aluminum bitumen.
85G7	G. R. Romovacek	Instrument for measuring the plasticity of green paste.
85C49	J. T. Dietz	Low ash pitch process.
86C2	H. J. Buxton	Process for measuring area percent of black vs. white of prebaked anode butts.
87C8	S. Sultan	Creosote stabilization.
87C9	Ryan/Fleming	Naphthoquinone recycle.
87C15	G. R. Romovacek	Shaped articles of isotropic carbon and method for making the same.

# TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appl. No. or Reg No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	U.S.	Appl. 74/456,593	Filed Nov. 4, 1993	1,2,4	(1) organic acids, cresylic acid compounds, naphtalene, coal tar bases in crude and pure form; namely quinoline and pyridine, synthetic pearlesence; namely, basic lead carbonate, phthalic anhydride and maleic anhydride; (2) wood preservatives; namely creosote and creosote solutions; (4) flotation oils, coal tar neutral oils, and tar acid oils
KOPPERS	U.S.	Appl. 74/456,289	Filed Nov. 4, 1993	1, 19	(1) coke; (2) crude coal tar and pitches and preservative treated lumber

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	U.S.	Appl. 74/456,586	Filed Nov. 4, 1993	19	Bituminous cement for flashing and roofing; structural membranes for built-up roof construction, namely tar-saturated fabric, asphalt and tar felt; waterproof pitch for building and roofing; bituminous fiber roof coating plastic; bituminous touch-up for patching and repairing bituminous-coated surfaces; bituminous protected roofing, siding and valleys; preservative treated wood products, namely pilings, poles, posts, crossties, lumber, structural supports and laminated structural wood products for construction purposes; laminated structural wood products, namely arches, beams, columns, decking, lighting standards, utility crossarms, plywood and other structural members; reinforced plastic standard structural shapes and panels; polyester flooring; and liquid and liquifiable bituminous mastic and asphaltic coatings for brushing and

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Australia	A293,575	07/18/91	2	Creosote derived from coke oven tar and being a preservative for wood; and coal tar enamels being anti-corrosive coating materials (creosote)
KOPPERS	Australia	A293,576	07/18/91	1	Naphtalene, being a coal tar derived product for use in industry (naphtalene)
KOPPERS	Australia	B230,715	07/18/91	1	Naphtalene, creosote and other such products derived from coal tar or made from substances or mixtures containing coal tar, all being chemical products (coal tar products)
KOPPERS	Australia	B293,547	07/18/91	19	Pitch including electrode binder pitch, refractory pitch and taphole pitch; road tars and blended tar and pitch coating materials in this class; all the aforesaid goods being derived from coke oven tar except refractory materials (coatings)

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Australia	A230,716	07/18/91	19	Pitch including electrode binder pitch, refractory pitch and taphole pitch; road tars and blended tar and pitch coating materials in this class; all the aforesaid goods being derived from coke oven tar (pitch)
KOPPERS	Canada	UCA01052	02/10/93	1,2,19	Roofing materials, road materials, coal tars, water gas tars, pitches, pitch coke and chemical products, such as fertilizers, disinfectants, deodorants, insecticides, fungicides, paints, wood preserving oils and compounds, tar acids, light oils sulfur and the like
KOPPERS	Indonesia	188,617		19	Building materials, wood preservatives

SCHEDULE D TO  
PLEDGE AND SECURITY AGREEMENT  
DATED FEBRUARY 10, 1994

LOCATION OF EQUIPMENT AND INVENTORY

TAR PRODUCTS DIVISION

	<u>OWNED (O) OR LEASED (L)</u>
<u>Production Facilities:</u>	
Chicago, Illinois	O
Chicago, Illinois	L
Follansbee, West Virginia	O
Woodward Tar Plant, Alabama	O
Houston, Texas	L
Portland, Oregon	L

WOOD PRODUCTS DIVISION

<u>Production Facilities:</u>	
Florence, South Carolina	O
Gainesville, Florida (includes pole yard)	O
Green Spring, West Virginia	O
Grenada, Mississippi	O
Guthrie, Kentucky	O
Galesburg, Illinois	L
Montgomery, Alabama	O
North Little Rock, Arkansas	O
Denver, Colorado	O
Roanoke, Virginia	O
Superior, Wisconsin	O
Logansport, Louisiana	O
Muncy, Pennsylvania	O
Oroville, California (includes pole yard)	O

+ Properties are leased pursuant to oral agreements for the storage of ties and poles. All of these arrangements are immaterial and substitute locations are readily available



OWNED (O) OR  
LEASED (L)

[illegible]

+ Properties are leased pursuant to oral agreements for the storage of ties and poles. All of these arrangements are immaterial and substitute locations are readily available

East Greenville, OH  
Hazelton, PA  
Huntington, WV  
Kansas City, MO  
Lycoming, PA  
Lycoming, PA (Piling)  
Somerset, PA  
Yarmouth, ME  
Logansport, LA  
Batesville, AR  
Conway, AR  
El Dorado, AR  
Faulkner (N. Little Rock), AR  
Fayetteville, AR  
Forrest City, AR  
Fort Smith, AR  
Hot Springs, AR  
Jonesboro, AR  
Monticello, AR  
Pine Bluff, AR  
Stage Coach (Little Rock), AR  
Barton, AR  
Hunter, AR  
Memphis, TN  
Amelia, TX  
Corrigan, TX  
Garrison, TX  
Mallard Junction, LA  
Stoneham, TX  
Beaver Dam, KY  
Bedford, IN  
Brownstown, IN  
Mitchell, IN  
Loogootee, IN  
Watson, IN  
Calico Rock, AR  
Chaffee, MO  
Doniphan, MO  
Hoxie, AR  
Piedmont, MO

[illegible]

+ Properties are leased pursuant to oral agreements for the storage of ties and poles. All of these arrangements are immaterial and substitute locations are readily available



**SCHEDULE E**

**KOPPERS INDUSTRIES, INC.**

**LOCKBOX ADDRESSES**

**Mellon - Pittsburgh:**

Koppers Industries, Inc.  
P.O. Box 360929M  
Pittsburgh, PA 15251-6929

**Mellon - Chicago:**

Koppers Industries, Inc.  
Dept. CH 10440  
Palatine, IL 60055-0440

**Nations Bank - Atlanta:**

Koppers Industries, Inc.  
P.O. Box 198494  
Atlanta, GA 30384-8494

## CERTIFICATION

I, Maxine S. Kisilinsky, Esquire, hereby certify under penalty of perjury that attached is a true and correct copy of the Security Agreement between the Debtor, Koppers Industries, Inc., and Mellon Bank, N.A., as Agent, the Secured Party, dated as of February 10, 1994, and that I have compared the attached copy with the original and that the attached copy is complete and identical in all respects to the original document.

Maxine S. Kisilinsky

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

)  
) SS:  
)

On this, the 10th day of February, 1994, before me, a Notary Public, the undersigned officer, personally appeared Maxine S. Kisilinsky, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Coral A. Salta  
Notary Public

Notary Public

[Notarial Seal]

My commission expires: 3-23-96

